

NOTICE OF THE REGULAR MEETING OF THE
EAGAR MUNICIPAL PROPERTY CORPORATION
April 28, 2021 – 12:00 P.M.
22 West 2nd Street, Eagar, AZ

PURSUANT TO A.R.S. 38 431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE EAGAR MUNICIPAL PROPERTY CORPORATION AND THE GENERAL PUBLIC THAT THE EAGAR MUNICIPAL PROPERTY CORPORATION WILL HOLD ITS REGULAR MEETING **OPEN TO THE PUBLIC ON APRIL 28, 2021 BEGINNING AT 12:00 P.M., AT THE EAGAR TOWN HALL LOCATED AT 22 W. 2ND STREET, EAGAR, ARIZONA.**

AGENDA

1. CALL TO ORDER

2. OPEN CALL TO THE PUBLIC

3. NEW BUSINESS

- A. DISCUSSION AND CONSIDERATION TO APPROVE MINUTES OF FEBRUARY 18, 2021
- B. DISCUSSION AND CONSIDERATION TO MOVE TOWN OF EAGAR PROPERTY PARCEL 103-10-013B LOCATED OFF OF HIGHWAY 260 TO BE MOVED TO THE MUNICIPAL PROPERTY CORPORATION
- C. DISCUSSION AND CONSIDERATION TO APPROVE REAL ESTATE PURCHASE AND LAND USE AGREEMENT FOR PARCEL 103-10-013B

4. ADJOURNMENT

IF ANYONE WISHING TO ATTEND THIS MEETING HAS SPECIAL NEEDS DUE TO A DISABILITY, PLEASE CONTACT THE TOWN CLERK AT 928-333-4128 TWENTY-FOUR HOURS PRIOR TO THE MEETING AND ACCOMMODATIONS WILL BE PROVIDED. ANYONE NEEDING INFORMATION ON THE CURRENT MEETING PLEASE CONTACT THE TOWN CLERK AT 928-333-4128.

POSTED BY: Jessica Vaughan

Date: April 27, 2021
Time: 11:00 a.m.

MINUTES
EAGAR MUNICIPAL PROPERTY CORPORATION
Eagar Town Hall, 22 W. 2nd Street, Eagar, AZ
February 18, 2021 - 12:00 noon

MEMBERS PRESENT: Merrell Hamblin, MPC Secretary/Treasurer
Bryce Hamblin, Mayor
Milton Nelson

MEMBERS ABSENT: Vicki Anderson
Natalia Ordonez

STAFF PRESENT: Matt Mears, Town Manager
Jessica Vaughan, Town Clerk
Britney Reynolds, Community Development
Brett Rigg, MPC Agent/Town Attorney (via phone)

ITEM #1: CALL TO ORDER

The meeting of the Eagar Municipal Property Corporation Board (MPC) was called to order at 12:10 p.m.; a quorum was present.

ITEM #2: OPEN CALL TO THE PUBLIC

No public was present.

ITEM #3: NEW BUSINESS

- A. DISCUSSION AND POSSIBLE ACTION TO TAKE ALL MUNICIPAL PROPERTY OUT OF THE MUNICIPAL PROPERTY CORPORATION EXCLUDING THE BASHAS BUILDING AND INCORPORATING PROPERTIES BACK TO THE TOWN OF EAGAR

Mr. Mears stated that out of all the MPC properties the only one we make any money on is Bashas.

Mr. Rigg stated that usually with MPC properties they are usually valued at least \$1.5 million, and these properties do not have that value they do not need to be in MPC.

Mayor, Bryce Hamblin made a motion to approve to take all Municipal Property out of the Municipal Property Corporation excluding the Bashas building and incorporating properties back to The Town of Eagar. Milt Nelson seconded; all were in favor, motion carried unanimously. 3-0

Ayes: Merrell Hamblin

Bryce Hamblin
Milt Nelson

B. DISCUSSION AND POSSIBLE ACTION TO MOVE EIGHT OF THE TOWN OF EAGAR PROPERTIES LOCATED OFF OF HIGHWAY 260 TO BE MOVED TO THE MUNICIPAL PROPERTY CORPORATION

Mr. Mears stated that around these parcels the Hopi's are the only ones on the tax roll. If we put these in MPC we would be added to the tax roll. The top middle parcel is approximately 8 acres, and a business is thinking about purchasing which would give us a third person added to the tax roll.

Mayor Hamblin asked if we put the 8-acre parcel in the MPC does council have any say in the property deal?

Mr. Rigg replied that no council would not.

Mayor, Bryce Hamblin made a motion to approve to move seven of The Town of Eagar properties located off of Highway 260 to be moved to the Municipal Property Corporation. Milt Nelson seconded; all were in favor, motion carried unanimously. 3-0

Ayes: Merrell Hamblin
Bryce Hamblin
Milt Nelson

ITEM #4: ADJOURNMENT

Mayor, Bryce Hamblin made a motion to adjourn the Eagar Municipal Property Corporation meeting [at 12:43 p.m.] Milt Nelson seconded; all were in favor, motion carried unanimously. 3-0

Ayes: Merrell Hamblin
Bryce Hamblin
Milt Nelson



Measure Tool



Copyright © Apache County Arizona

Parcel Number: 103-10-012B

1-4

500 ft

RMap data ©2021

34.1168, -109.3549

1/1

REAL ESTATE PURCHASE AND LAND USE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is made and entered into this ____ day of April 2021 by and between **THE EAGAR MUNICIPAL PROPERTY CORPORATION, an Arizona Non-Profit Corporation**, (hereinafter referred to as "Seller"), and _____, (hereinafter referred to as "Buyers"), collectively referred to Parties.

WITNESSETH, that if the Buyers shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Seller hereby covenants and agrees to convey by Special Warranty Deed to the Buyers that real property ("Property") situated in the County of Apache, State of Arizona, more fully described on Exhibit "A", attached hereto and made a part hereof.

PRICE AND PAYMENT

Buyers herein covenants and agrees to pay to the Seller the sum of FORTY THOUSAND ONE HUNDRED DOLLARS AND NO/100 (\$40,100.00) as the purchase price for the Property, as follows:

The principal sum of Forty Thousand One Hundred Dollars and no/100 (\$40,100.00), payable as Five Thousand One Hundred Dollars and no/100 (\$5,100.00) at the time of execution of this Agreement, and thereafter in seven installments every six months of Five Thousand Dollars and no/100 (\$5,000.00) until paid in full, according to this schedule:

\$5,000.00 on October 1, 2021
 \$5,000.00 on April 1, 2022
 \$5,000.00 on October 1, 2022
 \$5,000.00 on April 1, 2023
 \$5,000.00 on October 1, 2023
 \$5,000.00 on April 1, 2024
 \$5,000.00 on October 1, 2024

LATE PAYMENTS

All payments are due by the 1st of each month. If payment is not received by the 1st of the month, an additional One Hundred Dollars and 0/100 (\$100.00) in late fees will immediately apply to the payment.

ANNEXATION

As a material condition of this Agreement, Buyer agrees to immediately apply to have the subject property annexed into the Town of Eagar and to cooperate in good faith throughout the annexation process. If Buyer fails to apply for annexation within ten (10) days of the signing of

Initials

Seller _____

Buyers _____

this Agreement, this Agreement is terminated and Buyer agrees to be responsible for all potential damages related to this breach, including attorneys' fees and costs.

MOBILE SLAUGHTERHOUSE BUSINESS

As a material condition of this Agreement, Buyer agrees to construct the necessary buildings/improvements and commence operations of a mobile slaughterhouse business on the subject property. Buyer agrees to follow all necessary permitting procedures and requirements of the Town of Eagar and other entities. This Agreement shall not be construed as a waiver or agreement by the Town of Eagar of any requirements, permits or applications necessary to operate this mobile slaughterhouse business.

WATER WELL

The Seller agrees to work with the Town of Eagar to test the water well that would service the subject property. If this water well is potable, Buyer agrees to connect to the Town of Eagar's water system, including all costs and fees associated with this connection. If the well is not potable, Seller will work with the Town of Eagar to provide a tank and fill, and Buyer agrees to open an account with the Town of Eagar for the purchase of the water that is placed in the tank directly from the Town.

SEPTIC SYSTEM

Buyer agrees to install a septic system, at Buyer's own cost and expense, within ninety (90) days of the execution of this Agreement.

ELECTRICAL

Buyer agrees to run electricity to the subject property, at Buyer's own cost and expense, within ninety (90) days of the execution of this Agreement.

SECURITY

This Agreement shall be secured by a Promissory Note and Deed of Trust as security of the payment of the obligation of Buyers under this Contract. All improvements on the Property, including, but not limited to, buildings, fixtures, trees or other improvements now on the Property, or hereafter made or place thereon, shall also be part of the security for the performance of this contract and shall not be removed from the Property.

AS-IS CONITION OF PROPERTY

Buyers accepts the Property "as-is" without any type of warranty thereon. Buyers further understand that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

DEED AND EVIDENCE OF TITLE

Upon execution of this Agreement, Seller will, at Seller's expense, deliver a Special Warranty Deed to the Property to Buyers, free and clear of any liens or encumbrances made by Seller other than taxes and assessments for the current year.

Initials

Seller _____

Buyers _____

PAYMENTS

Payments shall be made by mail or delivery by Buyers to Sellers at:

TAXES AND ASSESSMENTS

The Buyer agrees to timely pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land coming due after the date of this Contract, apportionment for the current year having been done as of the date of closing on this Contract. In the event of failure of Buyers to pay said taxes, assessments and impositions Seller may pay such amounts to protect her interests in the Property and such amounts shall become obligations of the Buyers hereunder due and payable from the next payment.

PREPAYMENT

The Buyers may prepay the entire balance outstanding at any time without penalty and without notice. Such prepayment shall not include unearned interest. Upon full prepayment, the Seller shall have twenty (20) days in which to deliver a release of the Deed of Trust.

POSSESSION OF PROPERTY

Upon execution of the Contract, Buyers shall take possessions of the Property and shall enjoy peaceful possession of the Property for as long as all payments made under this agreement are made in a timely manner and all other terms and covenants are complied with.

FIRST RIGHT OF REFUSAL

In the event that Buyer decides to sell the Subject Property, Buyer shall give Seller or The Town Of Eagar the first right of refusal at the price of Forty Thousand One Hundred Dollars (\$40,100.00).

TIME OF THE ESSENCE

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this Contract.

DEFAULT BY BUYERS

If Buyers fails to make any payment due under this Contract or fails to perform any covenant, term or condition required by this Contract, Seller may take any appropriate action against Buyers for collection and exercise all rights and remedies conferred according to the laws of the State of Arizona, including but not limited to those applying to contracts for deed under Title 33 Chapter 6 Article 3 of the Arizona Revised Statutes.

MAINTENANCE OF PROPERTY

The Buyers will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's title.

Initials

Seller _____

Buyers _____

RETURN OF PROPERTY

In the event this Contract is terminated, Buyers agrees to return the Property to Seller, including all improvements. Seller reserves the right to inspect the Property at any time by giving Buyers reasonable notice.

JOINT AND SEVERAL LIABILITY

All Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

REINSTATEMENT

If Buyers defaults under the terms of this Contract and a Notice of Election to Forfeit has been issued, Buyers shall have the right to a Notice of Reinstatement upon timely compliance with the terms of the Notice of Election to Forfeit pursuant to the laws of Arizona. Seller does not reserve the right to accelerate all amounts due and owing under this Contract.

NOTICES

Any notice to be given or served upon the parties hereupon associated with this Contract, must be in writing and conform to the requirements of applicable Arizona Law.

LIENS ON PROPERTY

Buyers shall not allow any liens, mortgages or judgments to be recorded against the Property of this Agreement, without the prior written consent by Seller which may or may not be given in the sole discretion of Seller. Any such lien, mortgage or judgment will be secondary and junior to the Seller's interest and lien on the Property.

ASSIGNMENT OR SALE BY BUYERS

Buyers shall not sell, assign, transfer or convey any interest in the Property of this Agreement, without the prior written consent by Seller which may or may not be given in the sole discretion of Seller. In the event Seller gives Buyer permission to transfer or convey Buyer's interest, such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

SINGULAR, PLURAL AND GENDER

The words "Seller" and "Buyers" herein employed shall be construed to include the plural as well as the singular, and the masculine shall include the feminine and gender where the context so admits or requires.

PENDING LITIGATION

Seller warrants and represents that there are no legal actions, suits or other legal or administrative

Initials

Seller _____

Buyers _____

Proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated or does affect the conveyance contemplated hereunder.

GOVERNING LAW

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Arizona.

ATTORNEY FEES AND COSTS

In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs, and all other expense, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

SEVERABILITY

If any court determines that any provision of this Contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

WAIVER

If one party waives any provision of this Contract at any time, the waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays enforcing any of its rights or remedies under this contract, that party retains the right to enforce that term or provision at a later time.

BINDING EFFECT

This Agreement and covenants herein shall be binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors, administrators, personal representatives and assigns. However, nothing shall authorize a transfer in violation of any other provisions in the Agreement.

COUNTERPARTS

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

INTERPRETATION

Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

ENTIRE AGREEMENT

This Contract is the entire agreement between the parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the parties,

Initials

Seller _____

Buyers _____

as well as any prior writings. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

Initials

Seller _____

Buyers _____

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. CONSULT AN ATTORNEY AND A TAX PROFESSIONAL BEFORE SIGNING IT TO MAKE SURE YOU UNDERSTAND ALL OF THE TERMS AND LEGAL AND TAX CONSEQUENCES.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

SELLER, EAGAR MUNICIPAL PROPERTY CORPORATION

Signature _____

Date _____

Address _____

City _____

State and Zip _____

BUYER, _____

Signature _____

Date _____

Address _____

City _____

State and Zip _____

State of _____)

) ss

County of _____)

Before me personally appeared _____ to me well known and know to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2013

Signature of person taken acknowledgment (Notary Public)

Name typed, printed, or stamped (SEAL)

My Commission Expires

Initials

Seller _____

Buyers _____